

RECEIVED

2014 OCT 16 PM 1:16

IDAHO PUBLIC
UTILITIES COMMISSION

DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

October 16, 2014

VIA HAND DELIVERY

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702

Re: Case No. IPC-E-14-20
Boise City Solar, LLC – Replacement Pages 12 and 48 for Energy Sales Agreement

Dear Ms. Jewell:

On July 25, 2014, in Case No. IPC-E-14-20, Idaho Power Company ("Idaho Power") filed an Application with the Idaho Public Utilities Commission ("Commission") for approval of the Energy Sales Agreement ("ESA") between Idaho Power and Boise City Solar, LLC ("Boise Solar") under which Idaho Power will purchase electric energy generated by Boise City.

Non-substantive clerical errors were discovered on pages 12 and 48 of the ESA. The incorrect verb tense and paragraph section on Appendix E, respectively, were referenced. To correct these clerical errors and prevent any potential confusion, Idaho Power seeks to replace pages 12 and 48 of the ESA with the enclosed pages. Redlined versions of pages 12 and 48 showing the corrections are also enclosed for the Commission's ease of reference. Idaho Power has notified Boise Solar about this issue and has sent Boise Solar replacement pages for its final version of the ESA.

Therefore, enclosed please find an original and seven (7) copies of replacement pages 12 and 48 of the ESA between Idaho Power and Boise Solar. Please contact me if you have any comments, questions, or concerns.

Sincerely,



Donovan E. Walker

DEW:csb
Enclosures

cc: Kristine A. Sasser – w/encls. (via hand delivery)
Mark van Gulik – w/encls. (via U.S. mail)
Dean J. Miller – w/encls. (via U.S. mail)
Randy Allphin – w/encls. (via e-mail)

on the date first written and shall continue in full force and effect for a period of 20 (*not to exceed 20 years*) Contract Years from the Operation Date.

5.2 Operation Date – A single Operation Date will be granted for the entire Facility and may occur only after the Facility has achieved all of the following:

- a) At the minimum, 75% of the Generation Units planned for this Facility have achieved their First Energy Date.
- b) Seller has demonstrated to Idaho Power's satisfaction that all mechanical and electrical testing has been completed satisfactorily and the Facility is able to provide energy in a consistent, reliable and safe manner.
- c) Engineer's Certifications - Submit an executed Engineer's Certification of Design & Construction Adequacy and an Engineer's Certification of Operations and Maintenance (O&M) Policy as described in Commission Order No. 21690. These certificates will be in the form specified in Appendix C but may be modified to the extent necessary to recognize the different engineering disciplines providing the certificates.
- d) Seller has requested an Operation Date from Idaho Power in a written format.
- e) Seller has received written confirmation from Idaho Power of the Operation Date.

This confirmation will not be unreasonably withheld by Idaho Power.

5.3 Operation Date Delay – Seller shall cause the Facility to achieve the Operation Date on or before the Scheduled Operation Date. Delays in the interconnection and transmission network upgrade study, design and construction process (This includes any delay in making the required deposit payments set forth in the Facility's GIA) that **are not** caused by Idaho Power or Force Majeure events accepted by both Parties, **shall not** prevent Delay Damages or Termination Damages from being due and owing as calculated in accordance with this Agreement. For the avoidance of doubt, delays in the interconnection and/or transmission network upgrade study, design and construction process that are caused by Idaho Power and Force Majeure events affecting Seller

APPENDIX E

SOLAR FACILITY ENERGY PRICES

(Prices based upon the energy shape and capacity specified in Appendix G)

E-1 Base Energy Purchase Prices – For all Base Energy received during Heavy Load Hours Idaho Power shall pay the Base Energy Heavy Load Purchase Price less the Solar Integration Charge specified below and for all Base Energy received during Light Load Hours Idaho Power shall pay the Base Energy Light Load Purchase Price less the Solar Integration Charge specified below. All of these prices are subject to revision as specified within paragraph 7.4.

<u>Month/Year</u>	<u>Base Energy Heavy Load Purchase Price (Mills/kWh)</u>	<u>Base Energy Light Load Purchase Price (Mills/kWh)</u>	<u>Solar Integration Charge (Mills/kWh)</u>
Jan-15	\$45.90	\$44.74	\$1.34
Feb-15	\$46.16	\$44.96	\$1.34
Mar-15	\$46.41	\$45.18	\$1.34
Apr-15	\$46.67	\$45.40	\$1.34
May-15	\$46.92	\$45.62	\$1.34
Jun-15	\$47.18	\$45.84	\$1.34
Jul-15	\$47.43	\$46.06	\$1.34
Aug-15	\$47.69	\$46.28	\$1.34
Sep-15	\$47.94	\$46.50	\$1.34
Oct-15	\$48.20	\$46.72	\$1.34
Nov-15	\$48.45	\$46.94	\$1.34
Dec-15	\$48.71	\$47.17	\$1.34
Jan-16	\$48.96	\$47.39	\$1.38
Feb-16	\$49.22	\$47.61	\$1.38
Mar-16	\$49.47	\$47.83	\$1.38
Apr-16	\$49.73	\$48.05	\$1.38
May-16	\$49.98	\$48.27	\$1.38
Jun-16	\$50.24	\$48.49	\$1.38
Jul-16	\$50.49	\$48.71	\$1.38
Aug-16	\$50.75	\$48.93	\$1.38
Sep-16	\$51.00	\$49.15	\$1.38
Oct-16	\$51.26	\$49.37	\$1.38
Nov-16	\$51.51	\$49.59	\$1.38
Dec-16	\$51.77	\$49.81	\$1.38
Jan-17	\$52.03	\$50.03	\$1.47
Feb-17	\$52.28	\$50.26	\$1.47
Mar-17	\$52.54	\$50.48	\$1.47

on the date first written and shall continue in full force and effect for a period of 20 (*not to exceed 20 years*) Contract Years from the Operation Date.

5.2 Operation Date – A single Operation Date will be granted for the entire Facility and may occur only after the Facility has achieved all of the following:

- a) At the minimum, 75% of the Generation Units planned for this Facility have achieved their First Energy Date.
- b) Seller has demonstrated to Idaho Power's satisfaction that all mechanical and electrical testing has been completed satisfactorily and the Facility is able to provide energy in a consistent, reliable and safe manner.
- c) Engineer's Certifications - Submit an executed Engineer's Certification of Design & Construction Adequacy and an Engineer's Certification of Operations and Maintenance (O&M) Policy as described in Commission Order No. 21690. These certificates will be in the form specified in Appendix C but may be modified to the extent necessary to recognize the different engineering disciplines providing the certificates.
- d) Seller has requested an Operation Date from Idaho Power in a written format.
- e) Seller has received written confirmation from Idaho Power of the Operation Date.

This confirmation will not be unreasonably withheld by Idaho Power.

5.3 Operation Date Delay – Seller shall cause the Facility to achieve the Operation Date on or before the Scheduled Operation Date. Delays in the interconnection and transmission network upgrade study, design and construction process (This includes any delay in making the required deposit payments set forth in the Facility's GIA) that **are not** caused by Idaho Power or Force Majeure events accepted by both Parties, **shall not** prevent Delay Damages or Termination Damages from being due and owing as calculated in accordance with this Agreement. For the avoidance of doubt, delays in the interconnection and/or transmission network upgrade study, design and construction process that are caused by Idaho Power and Force Majeure events ~~affection~~-affecting

APPENDIX E

SOLAR FACILITY ENERGY PRICES

(Prices based upon the energy shape and capacity specified in Appendix G)

E-1 Base Energy Purchase Prices – For all Base Energy received during Heavy Load Hours Idaho Power shall pay the Base Energy Heavy Load Purchase Price less the Solar Integration Charge specified below and for all Base Energy received during Light Load Hours Idaho Power shall pay the Base Energy Light Load Purchase Price less the Solar Integration Charge specified below. All of these prices are subject to revision as specified within paragraph ~~7.57.4~~.

<u>Month/Year</u>	<u>Base Energy Heavy Load Purchase Price (Mills/kWh)</u>	<u>Base Energy Light Load Purchase Price (Mills/kWh)</u>	<u>Solar Integration Charge (Mills/kWh)</u>
Jan-15	\$45.90	\$44.74	\$1.34
Feb-15	\$46.16	\$44.96	\$1.34
Mar-15	\$46.41	\$45.18	\$1.34
Apr-15	\$46.67	\$45.40	\$1.34
May-15	\$46.92	\$45.62	\$1.34
Jun-15	\$47.18	\$45.84	\$1.34
Jul-15	\$47.43	\$46.06	\$1.34
Aug-15	\$47.69	\$46.28	\$1.34
Sep-15	\$47.94	\$46.50	\$1.34
Oct-15	\$48.20	\$46.72	\$1.34
Nov-15	\$48.45	\$46.94	\$1.34
Dec-15	\$48.71	\$47.17	\$1.34
Jan-16	\$48.96	\$47.39	\$1.38
Feb-16	\$49.22	\$47.61	\$1.38
Mar-16	\$49.47	\$47.83	\$1.38
Apr-16	\$49.73	\$48.05	\$1.38
May-16	\$49.98	\$48.27	\$1.38
Jun-16	\$50.24	\$48.49	\$1.38
Jul-16	\$50.49	\$48.71	\$1.38
Aug-16	\$50.75	\$48.93	\$1.38
Sep-16	\$51.00	\$49.15	\$1.38
Oct-16	\$51.26	\$49.37	\$1.38
Nov-16	\$51.51	\$49.59	\$1.38
Dec-16	\$51.77	\$49.81	\$1.38
Jan-17	\$52.03	\$50.03	\$1.47
Feb-17	\$52.28	\$50.26	\$1.47
Mar-17	\$52.54	\$50.48	\$1.47